

## PROFESSIONAL JANITORIAL SERVICES AGREEMENT

This Professional Janitorial Services Agreement (“**Agreement**”), effective the 29th day of April (“**Effective Date**”), is between Roxborough Village Metropolitan District (“**RVMD**”) and Metro Maintenance, Inc. (“**Contractor**”). RVMD and Contractor are referred to collectively as "**Parties**" or individually as a "**Party**".

1. RVMD hires Contractor to provide the janitorial services described in the March 7, 2024 Proposal For Professional Janitorial Services (“**Proposal**”) attached hereto (“**Services**”). Contractor will perform the Services on the terms and conditions in this Agreement. If there is any direct or indirect conflict between this Agreement and the Proposal, this Agreement controls.

2. The term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2024. Thereafter this Agreement shall continue for successive one-year terms, unless terminated in accordance with this Agreement.

a. Unless the Parties mutually agree to an earlier date, either Party may terminate this Agreement upon 30 days prior written notice of termination to the other party.

b. RVMD’s financial obligations are subject to the RVMD Board of Directors appropriating funds to meet all of RVMD’s direct and indirect financial obligations for the next calendar year. If the Board fails to appropriate such funds, this Agreement shall automatically terminate at the end of the year in which the nonappropriation occurred with no liability to RVMD beyond any unused funds that were previously appropriated by the Board for the year in which the nonappropriation occurred.

3. Contractor shall perform the Services once per week. The Parties may mutually agree to writing to increase the Services to twice per week without the need for amending this Agreement. Any other change in the scope or nature of the Services will require a written amendment to this Agreement that is signed by the Parties. The Services to be performed, and the amount to be paid the Contractor, are set forth in the Proposal. Contractor is not entitled to more compensation than is stated in the Proposal without RVMD’s prior written agreement. In addition, the Parties agree:

a. Notwithstanding the payment terms in the Proposal, Contractor shall invoice RVMD by the 1<sup>st</sup> day of each month for the Services provided in the previous month. RVMD will pay all undisputed invoices that are submitted by the 1<sup>st</sup> day of the month within 30 calendar days of receipt. Undisputed invoices received after the 1<sup>st</sup> day of the month will be paid in RVMD’s next bill payment cycle.

b. All Services shall be performed in a high quality, professional manner. Contractor understands that the facilities to be cleaned will be shut down for portions of each year as RVMD determines in its sole discretion, and Contractor shall not perform the Services during any period that RVMD has shut down all or some of the facilities, unless otherwise requested by RVMD.

4. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, RVMD and its current or past directors, officers, and agents under federal or state law, including but not limited to, the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*

5. CONTRACTOR UNDERSTANDS AND AGREES: (A) CONTRACTOR IS NOT ENTITLED TO WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE BENEFITS UNLESS WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME ENTITY OTHER THAN RVMD; AND (B) CONTRACTOR IS OBLIGATED TO PAY FEDERAL, STATE AND LOCAL INCOME TAX ON

ANY MONEYS PAID PURSUANT TO THIS AGREEMENT. RVMD WILL NOT MAKE FEDERAL, STATE, AND LOCAL WITHHOLDINGS AND WILL NOT PROVIDE WORKERS COMPENSATION OR UNEMPLOYMENT COMPENSATION INSURANCE.

6. Colorado law governs this Agreement. This Agreement is the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Jurisdiction and venue lie exclusively in the Douglas County District Court. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach. This Agreement is not assignable. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. In any civil action or proceeding arising from or relating to this Agreement or the Services, the prevailing Party shall be awarded its reasonable attorney's fees, costs, and expenses, including the attorneys' fees, costs, and expenses incurred in any appellate action and in collecting upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronic pdf, each of which shall be deemed an original and all of which shall constitute one valid and binding instrument.

ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,  
a political subdivision of the State of Colorado

By: Mark Rubic 05 / 05 / 2024  
Mark Rubic, President Date

Address: C/o Special Districts Management Services  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

METRO MAINTENANCE, INC.,  
a Colorado corporation

By: Milen Peev 05 / 04 / 2024  
Milen Peev, President Date

Address: 6383 Laguna Circle  
Highlands Ranch, CO 80130



## PROPOSAL

FOR

### PROFESSIONAL JANITORIAL SERVICES

March 7, 2024

PREPARED FOR **Rocks Burrow Community Park**

**PROJECT LOCATION:** 7671 North Rampart Range Road, Littleton, CO, 80125

#### SERVICE FEES:

1. 1x per week janitorial service: **\$300 per month**
2. 2 x per week janitorial service: **\$590 per month**
3. Initial cleaning service; steam cleaning floor;  
wiping down all fixtures& surfaces: **\$175 per service**

**All labor, chemicals, equipment, paper products, hand soap and applicable taxes needed to perform these services are included in the final price.**

We carry contractor's public liability and property damage insurance. All of our employees are covered by workers compensation insurance, and we pay all federal old age benefits and state unemployment insurance tax.

**ALL WORK IS 100% GUARANTEED**


**TERMS OF PAYMENT: NET 30 DAYS**

#### TERMS OF SERVICES CANCELTION:

EITHER PARTY MAY TERMINATE our CONTRACT BY NOTICE, IN WRITING TO THE OTHER PARTY. NOTICE TO BE GIVEN AT LEAST 30 DAYS PRIOR TO THE EFFECTIVE DATE OF SUCH TERMINATION, UNLESS EARLIER, AS MUTUALLY AGREED ON.

**ACCEPTANCE:** The prices, specifications, and conditions of this page and accompanying pages of this proposal are valid for 90 days.

#### METRO MAINTENANCE, INC.

SIGNATURE:   
PRINT NAME: Milen Peev  
JOB TITLE: President  
DATE: 03/07/24

#### ROCKS BURROW COMMUNITY PARK

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
JOB TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_